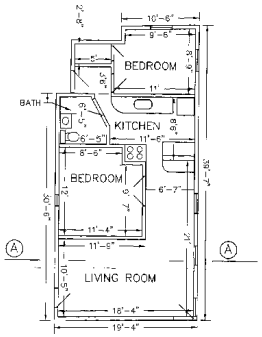
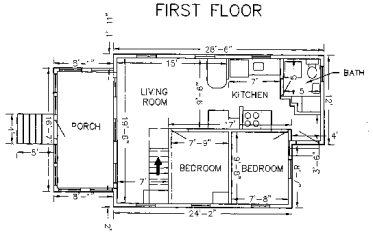
D - 40696
03/14/2018 02:12:49 PM
Register of Deeds, Rockingham County
LCHIP 25.00
PLAN 26.00

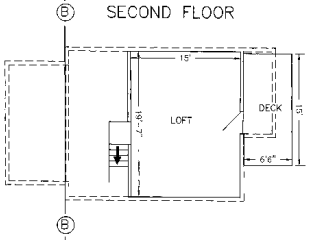
UNIT 1
FIRST FLOOR



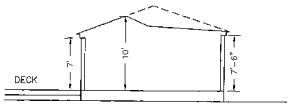
UNIT 2
FIRST FLOOR



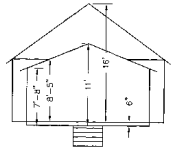
UNIT 2
SECOND FLOOR

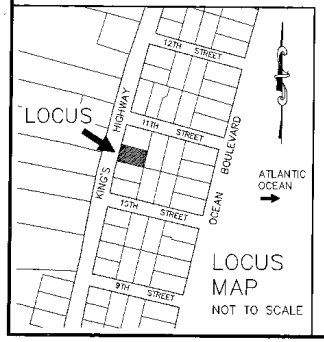


UNIT 1
CROSS SECTION (A)(A)



UNIT 2
CROSS SECTION (B)(B)





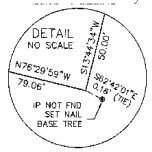
FLOOR PLANS

SCALE: 1/8" = 1'

GRAPHIC SCALE
8 0 4 8 16
1/8 INCH = 1 FOOT

I HEREBY CERTIFY THAT THIS FLOOR PLAN IS ACCURATE AND COMPLIES WITH RSA 356-B:20. UNITS 1 AND 2 AS DEPICTED HEREON ARE SUBSTANTIALLY COMPLETED.

Anne W. Bialobrzeski 10/19/17
ANNE W. BIALOBRZESKI NHLLS #752 DATE



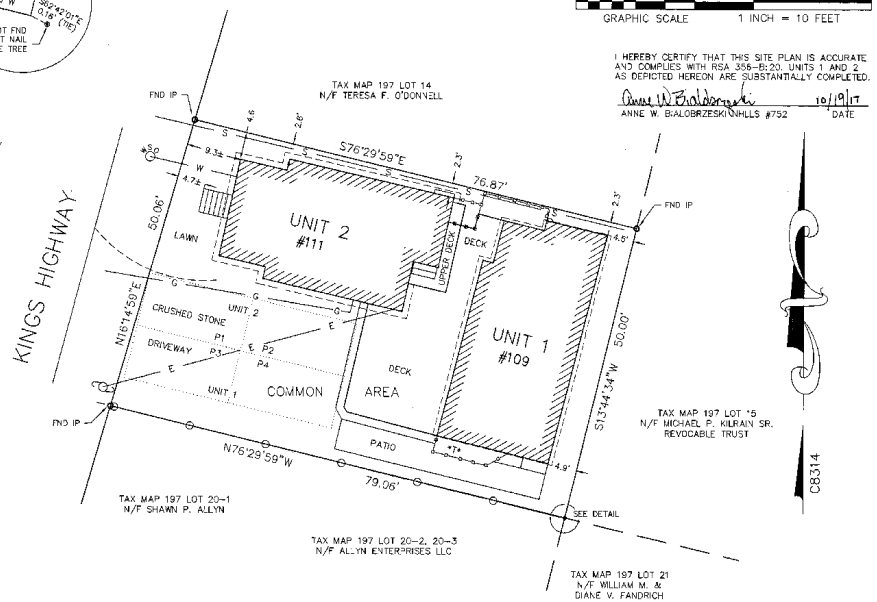
SITE PLAN

SCALE: 1"=10'

10 0 5 10 20 40
GRAPHIC SCALE 1 INCH = 10 FEET

I HEREBY CERTIFY THAT THIS SITE PLAN IS ACCURATE AND COMPLIES WITH RSA 356-B:20. UNITS 1 AND 2 AS DEPICTED HEREON ARE SUBSTANTIALLY COMPLETED.

Anne W. Bialobrzeski 10/19/17
ANNE W. BIALOBRZESKI NHLLS #752 DATE



OWNERS OF RECORD:

DAVID A. & ELIZABETH A. DALLY
78 MAYALL ROAD, WALTHAM, MA 02453
PAUL L. ANASTASI & ANNE M. HARDIMAN
14 CARROLL STREET, WATERTOWN, MA 02472
RCRD 3359-0051, RCRD 3799-2600
REF. RCRD PLAN C8314, RCRD 2534-1501
LOT AREA: 3897 SF±
TAX MAP 197 LOT 18

NOTES

1. ZONING CLASS: RA
2. SUBJECT PROPERTY IS LOCATED WITHIN FEMA FLOOD HAZARD ZONE AE (EL. 9). REFERENCE FEMA FIRM PANEL 33015C441E (05/17/05)
3. SUBSURFACE UTILITY LOCATIONS ARE GENERAL ONLY AND MUST BE FIELD VERIFIED PRIOR TO ANY FUTURE SITE ALTERATIONS.
4. PARKING SPACES SHOWN ARE 9' X 18'.

LEGEND

FND IP ○	FOUND IRON PIPE
—o—o—o—	STOCKADE FENCE
—o—o—o—	RAIL FENCE
	UTILITY POLE
—S—S—S—	SEWER LINE
—G—G—G—	GAS LINE
—W—W—W—	WATER LINE
EOP	EDGE OF PAVEMENT
—E—E—	OVERHEAD WIRES
"T"	TRASH ENCLOSURE

* REV. 10/19/2017 LABEL TRASH ENCLOSURE

HAMPTON PLANNING BOARD
DATE: 3/7/2018

10/19/17

SITE AND FLOOR PLANS
109-111 KINGS HIGHWAY CONDOMINIUM
109-111 KINGS HIGHWAY
TAX MAP 197 LOT 18
HAMPTON, NH

DAVID A. & ELIZABETH A. DALLY
PAUL L. ANASTASI & ANNE M. HARDIMAN

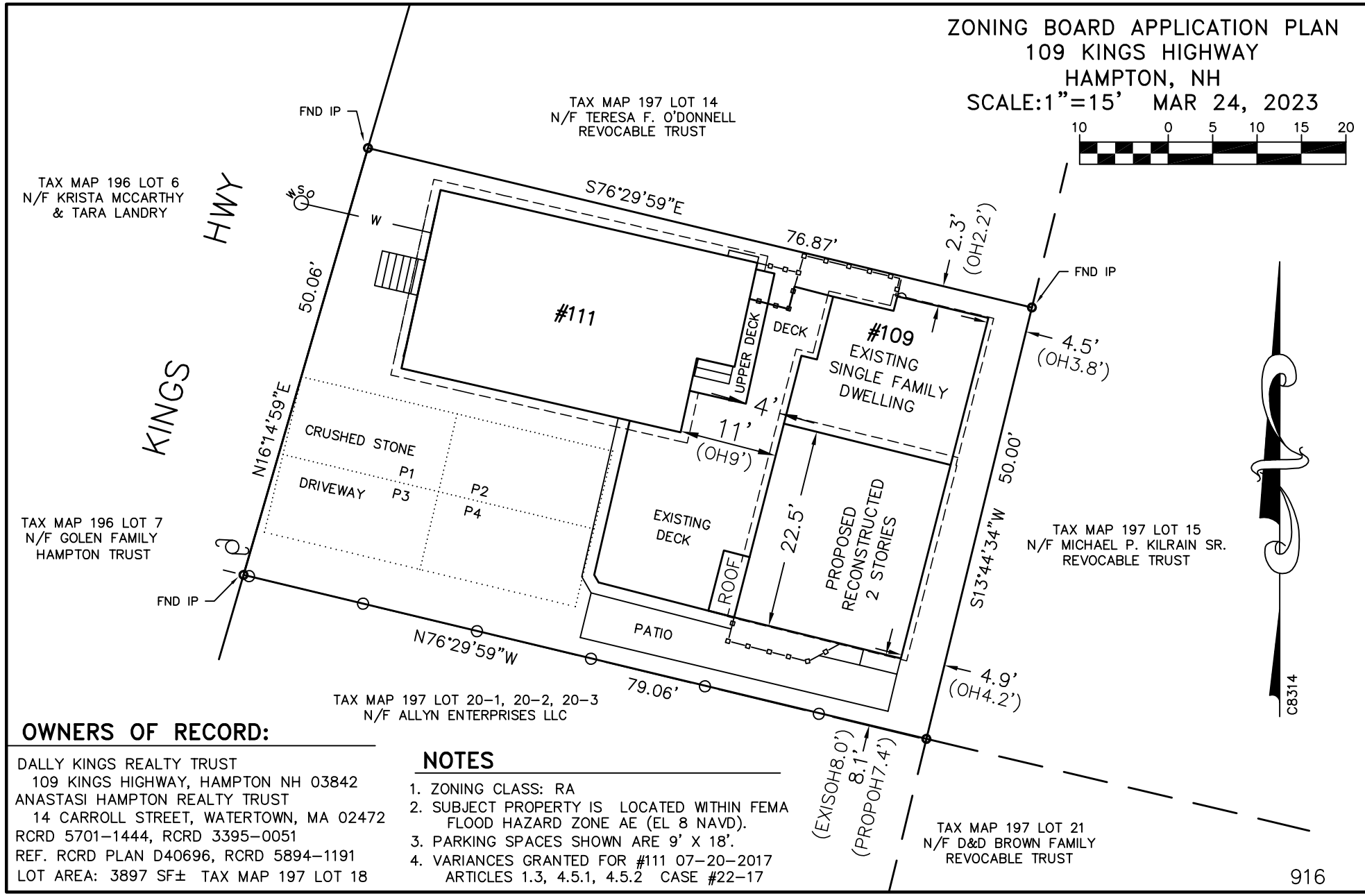
SCALE: AS NOTED APRIL 17, 2017 REVISED - 10/19/2017

STANDARD URBAN PROPERTY SURVEY
PREPARED BY
STOCKTON SERVICES
PO BOX 1306 HAMPTON, NH 03843-1306
603 929-7404

767

D-40696

ZONING BOARD APPLICATION PLAN
109 KINGS HIGHWAY
HAMPTON, NH
SCALE:1"=15' MAR 24, 2023



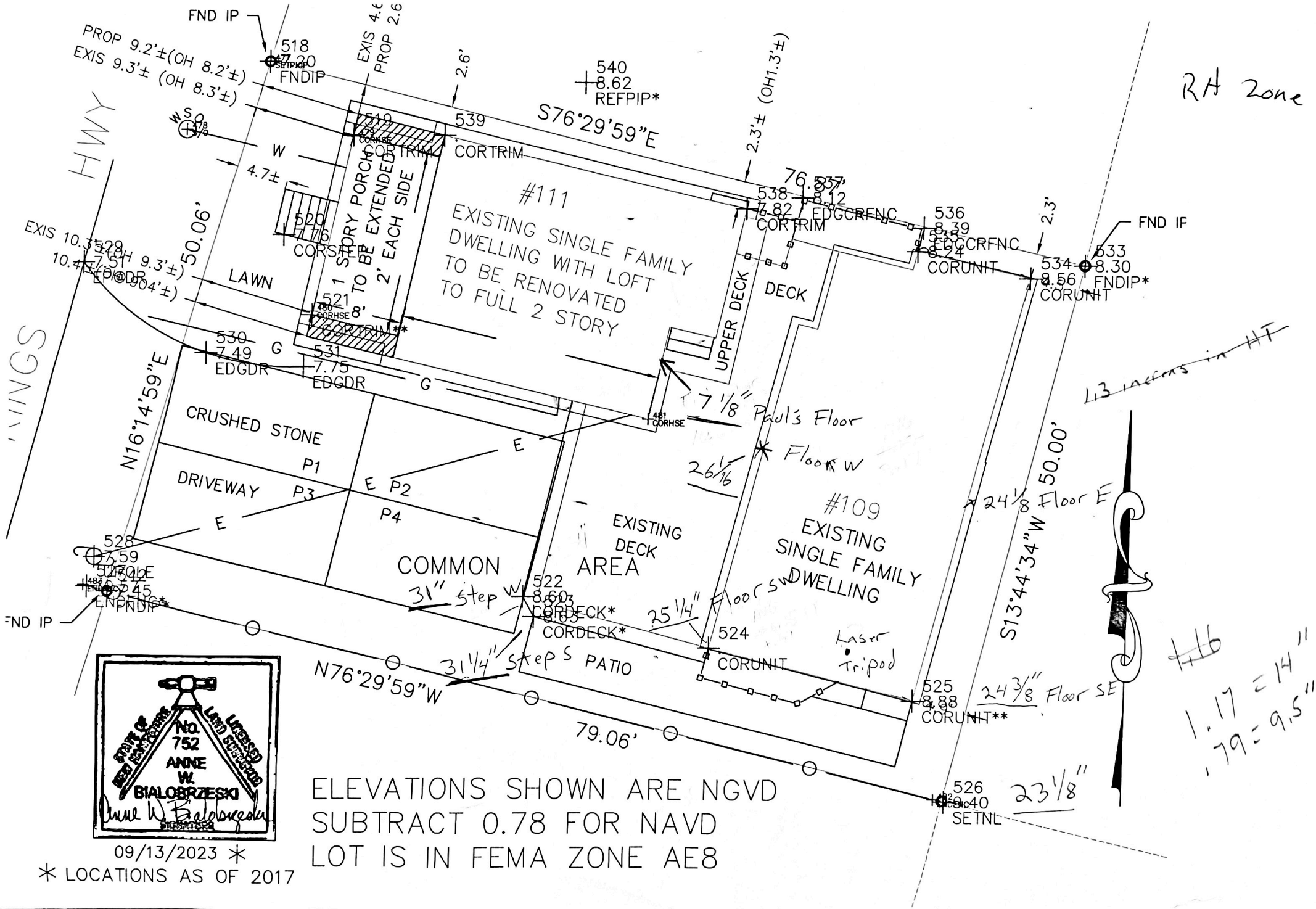
OWNERS OF RECORD:

DALLY KINGS REALTY TRUST
109 KINGS HIGHWAY, HAMPTON NH 03842
ANASTASI HAMPTON REALTY TRUST
14 CARROLL STREET, WATERTOWN, MA 02472
RCRD 5701-1444, RCRD 3395-0051
REF. RCRD PLAN D40696, RCRD 5894-1191
LOT AREA: 3897 SF± TAX MAP 197 LOT 18

NOTES

1. ZONING CLASS: RA
2. SUBJECT PROPERTY IS LOCATED WITHIN FEMA FLOOD HAZARD ZONE AE (EL 8 NAVD).
3. PARKING SPACES SHOWN ARE 9' X 18'.
4. VARIANCES GRANTED FOR #111 07-20-2017 ARTICLES 1.3, 4.5.1, 4.5.2 CASE #22-17

916


RH Zone
HWY
#111
EXISTING SINGLE FAMILY DWELLING WITH LOFT TO BE RENOVATED TO FULL 2 STORY
1 STORY PORCH TO BE EXTENDED 2' EACH SIDE
#109
EXISTING SINGLE FAMILY DWELLING
COMMON AREA
CRUSHED STONE
DRIVEWAY
LAWN
UPPER DECK
DECK
EXISTING DECK
P1
P2
P3
P4
N16°14'59"E
50.06'
S76°29'59"E
76.83'
N76°29'59"W
79.06'
S13°44'34"W 50.00'
FND IP
FND IF
FNDIP*
REFPIP*
SETPIP
SETNL
CORTRIM
CORUNIT
CORUNIT**
CORDECK*
CORHSE
EDGCRFNC
EDGDR
ENPNDIP*
ENPNFNC*
518
519
520
521
522
524
525
526
528
529
530
531
533
534
536
538
540
7 1/8" Paul's Floor
26 1/16" Floor W
24 1/8" Floor E
25 1/4" Floor SW
24 3/8" Floor SE
23 1/8"
31" Step W
31 1/4" Steps PATIO
Laser tripod
1.3 inches in HT
1.17 = 14"
.79 = 9.5"
+16
2.6'
2.3'
2.3'± (OH1.3'±)
4.7±
8'
PROP 9.2'±(OH 8.2'±)
EXIS 9.3'± (OH 8.3'±)
EXIS 10.3'±(OH 9.3'±)
10.4'±
904'±)
09/13/2023 *
* LOCATIONS AS OF 2017
ELEVATIONS SHOWN ARE NGVD
SUBTRACT 0.78 FOR NAVD
LOT IS IN FEMA ZONE AE8
No. 752
ANNE W. BIALOBRZESKI
LICENSED LAND SURVEYOR
STATE OF FLORIDA

Stockton Services
247 Landing Road
Hampton, NH 03842

Building Inspector
Town of Hampton
100 Winnacunnet Road
Hampton, NH 03842

Dear Greg:

The property known as 109-111 Kings Highway in Hampton is located in FEMA Flood Hazard Zone A8 based in the current mapping.

The existing floor elevation of #109 is at or above elevation 8.4 NAVD. (NAVD refers to the current flood map datum).
The proposed floor elevation as obtained from the contractor is at or above elevation 9.9 NAVD.
The existing grade at the rear of #109 hovers around elevation 8 NAVD.

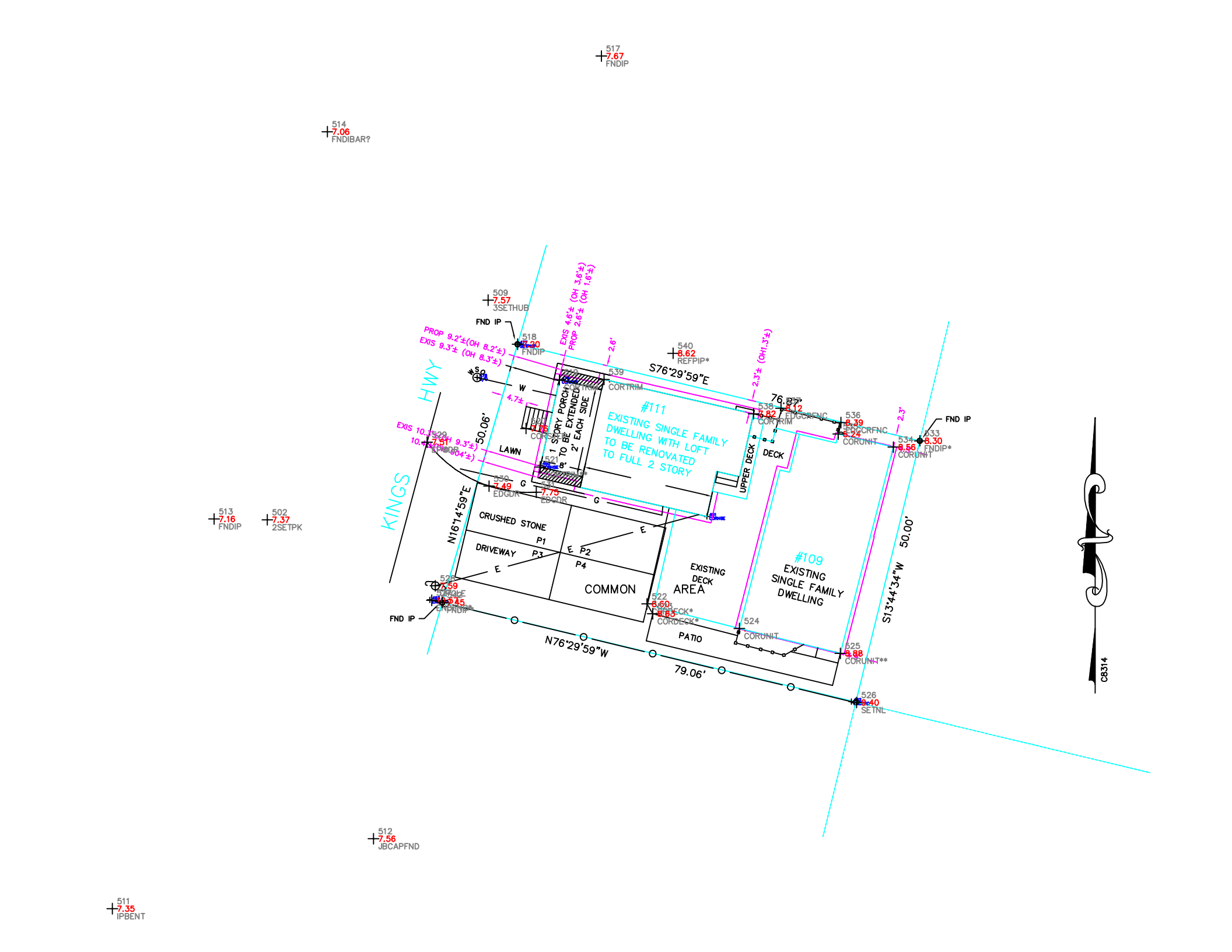
The contractor understands that you will likely require a post-construction elevation certificate, but I hope this letter will allow you to issue a building permit so he can get going. Please call me if you need further clarification (603 765-8918).

Thank you,

Tocky

Anne W.Bialobrzeski
NHLLS #752

09/23/23


517
7.67
FNDIP
514
7.06
FNDIBAR?
509
7.57
3SETHUB
FND IP
518
FNDIP
PROP 9.2'±(OH 8.2'±)
EXIS 9.3'± (OH 8.3'±)
EXIS 4.6'± (OH 3.6'±)
PROP 2.6'± (OH 1.6'±)
2.6'
S76°29'59"E
540
8.62
REFPIP*
539
CORTRIM
2.3'± (OH1.3'±)
76.37'
538
8.12
CORTRIM
536
8.39
CORUNIT
534
8.56
CORUNIT
533
8.30
FNDIP*
FND IP
2.3'
W
4.7±
50.06'
HWY
KINGS
1 STORY PORCH TO BE EXTENDED 2' EACH SIDE
#111
EXISTING SINGLE FAMILY DWELLING WITH LOFT TO BE RENOVATED TO FULL 2 STORY
LAWN
UPPER DECK
DECK
EXIS 10.3'± (OH 9.3'±)
10.4'± (OH 9.3'±)
7.51
CORDOOR
7.64'±)
539
7.49
EDGDR
7.75
EDGDR
G
N16°14'59"E
CRUSHED STONE
DRIVEWAY
P1
P2
P3
P4
E
COMMON AREA
EXISTING DECK
#109
EXISTING SINGLE FAMILY DWELLING
S13°44'34"W
50.00'
525
6.59
6.45
FND IP
522
8.60
8.63
CORDECK*
CORDECK*
524
CORUNIT
525
8.88
CORUNIT**
PATIO
N76°29'59"W
79.06'
526
8.40
SETNL
513
7.16
FNDIP
502
7.37
2SETPK
512
7.56
JBCAPFND
511
7.35
IPBENT
C8314

National Flood Hazard Layer FIRMette

FEMA

70°48'11"W 42°56'19"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

70°47'33"W 42°55'53"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/20/2023 at 1:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Hampton, NH

1 inch = 40 Feet

0 40 80 120

January 20, 2023

CAI Technologies
Precision Mapping. Geospatial Solutions.

www.cai-tech.com

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

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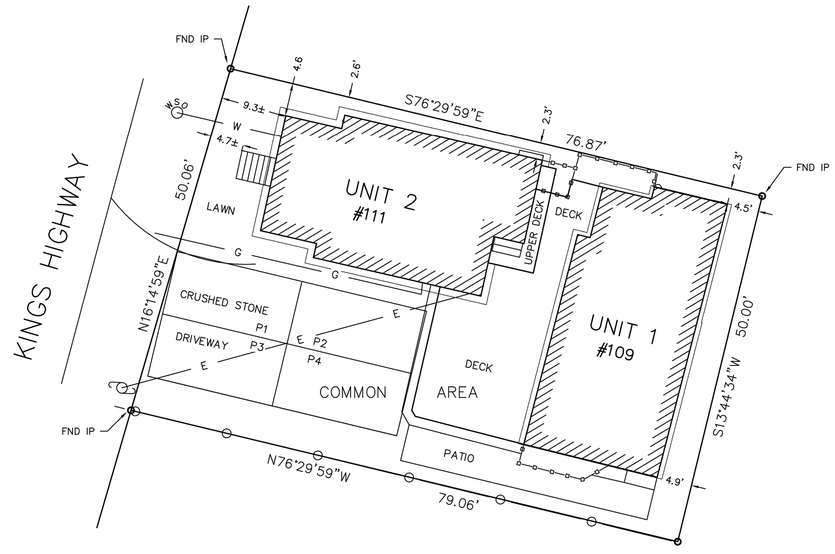
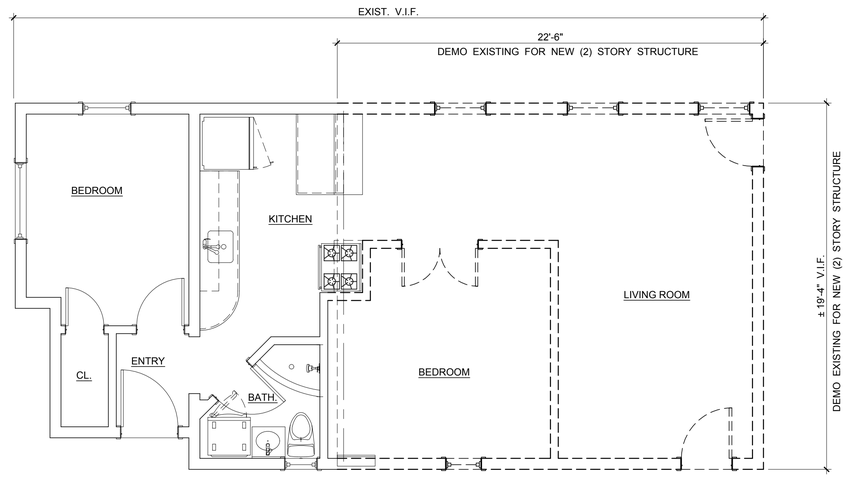


S SITE PLAN
3/32"=1'-0"

8' 4' 0 16'
3/32"=1'-0"



EXISTING FOOTPRINT : ± 737 S.F.
(AREA OF NEW WORK 1st FLOOR) : ± (435 S.F.)

1 DEMOLITION PLAN
1/4"=1'-0"

4' 2' 0 4'
1/4"=1'-0"

REV	DATE	DESCRIPTION

DALLY RESIDENCE
109 KINGS HIGHWAY
HAMPTON, NH 03842

DEMOLITION
FLOOR PLAN (S)

SCALE: AS NOTED

PRELIMINARY NOT FOR CONSTRUCTION

DATE:	11/16/22
PROJECT NO.:	22-297
DRAWN BY:	
CHECKED BY:	
DWG. SIZE (1:1):	22x34
CAD FILE:	297- AD-01
DWG. NO.:	

AD-01

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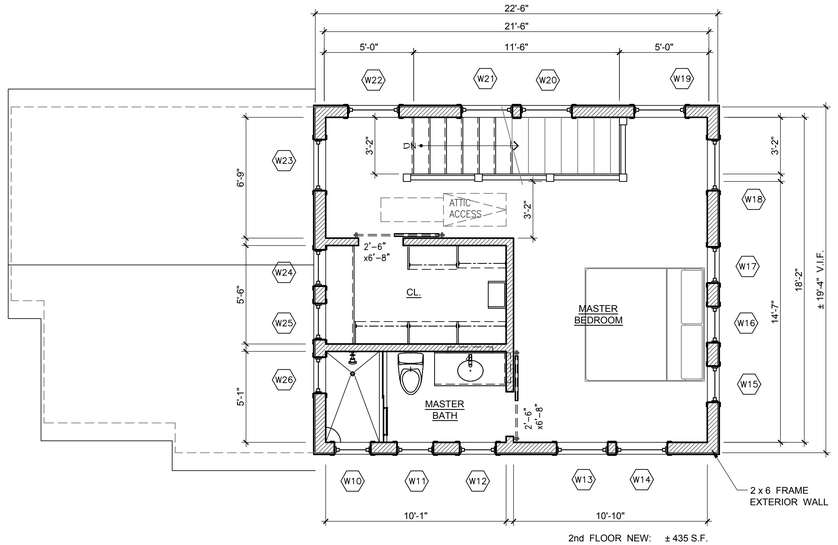
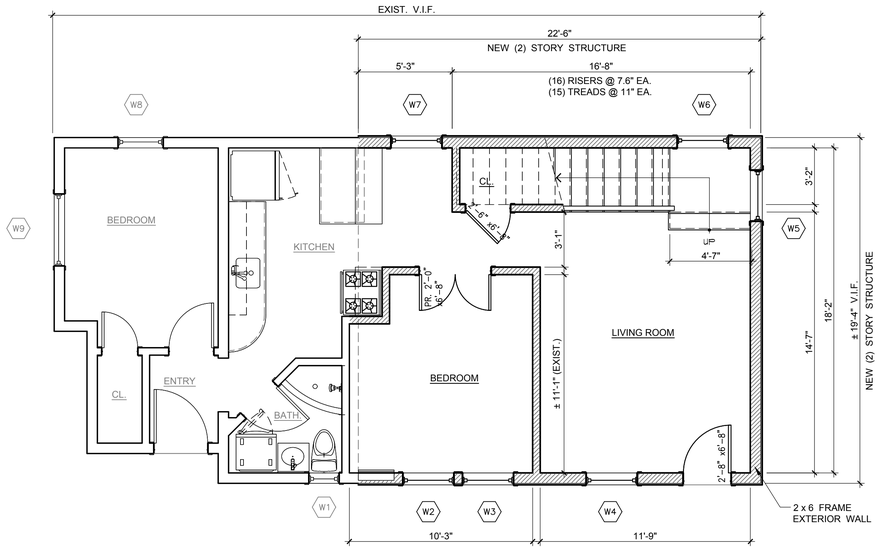


2nd FLOOR NEW: ± 435 S.F.

2 SECOND FLOOR: NEW CONSTRUCTION
1/4"=1'-0"



EXISTING FOOTPRINT :	± 737 S.F.
(AREA OF NEW WORK 1st FLOOR) :	± (435 S.F.)
NEW 2nd FLOOR :	± 435 S.F.
FOOTPRINT + 2ND FLOOR :	± 1,172 S.F.

1 FIRST FLOOR: NEW CONSTRUCTION
1/4"=1'-0"

4' 2' 0 4'
1/4"=1'-0"

REV	DATE	DESCRIPTION

DALLY RESIDENCE
109 KINGS HIGHWAY
HAMPTON, NH 03842

NEW CONSTRUCTION
PLAN (S)

SCALE: AS NOTED

PRELIMINARY NOT FOR CONSTRUCTION

DATE:	01/09/23
PROJECT NO.:	22-297
DRAWN BY:	
CHECKED BY:	
DWG. SIZE (1:1):	24x36
CAD FILE:	297- A-101
DWG. NO.:	A-101

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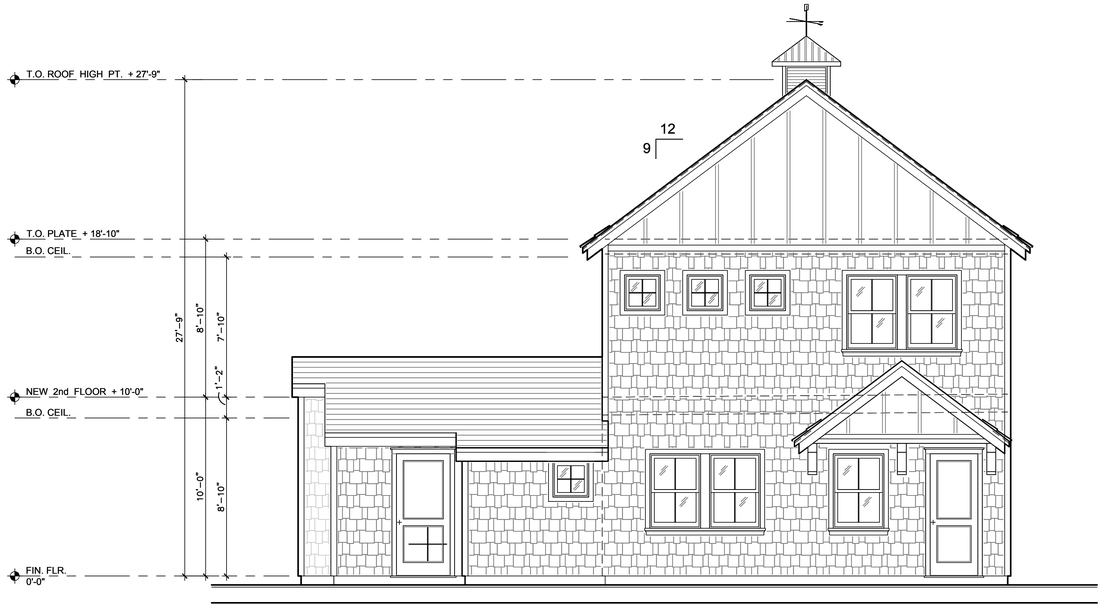
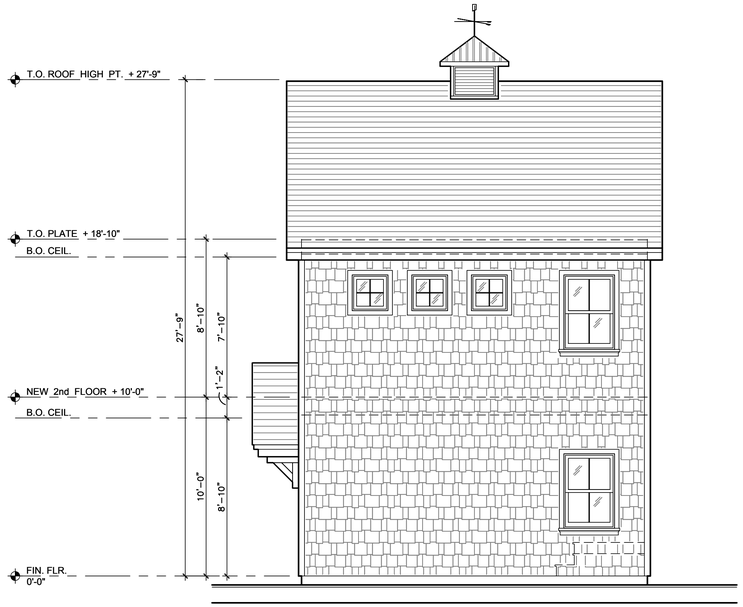
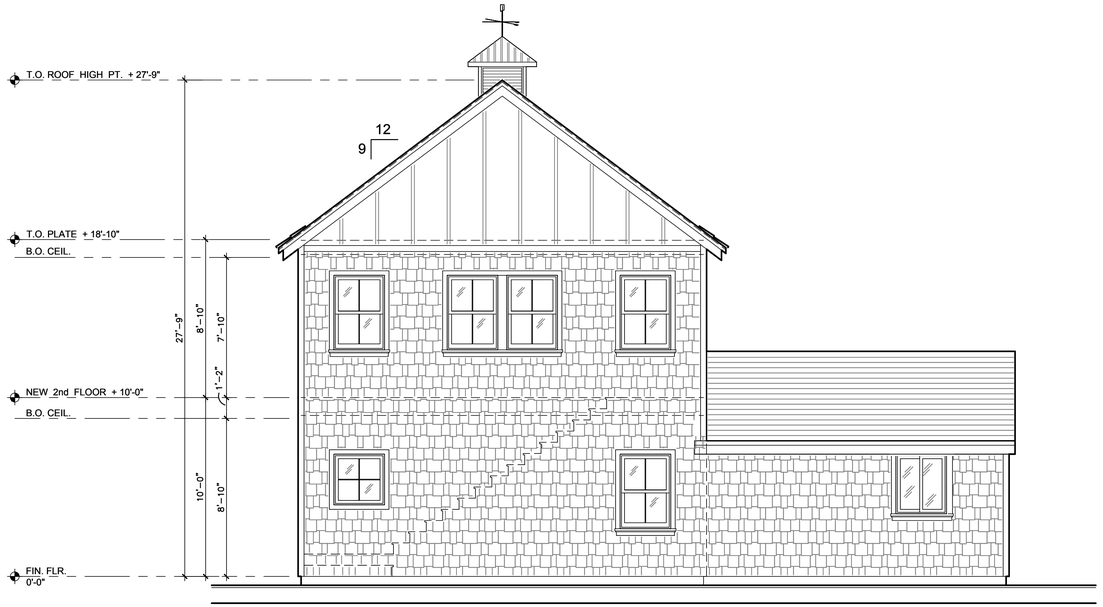


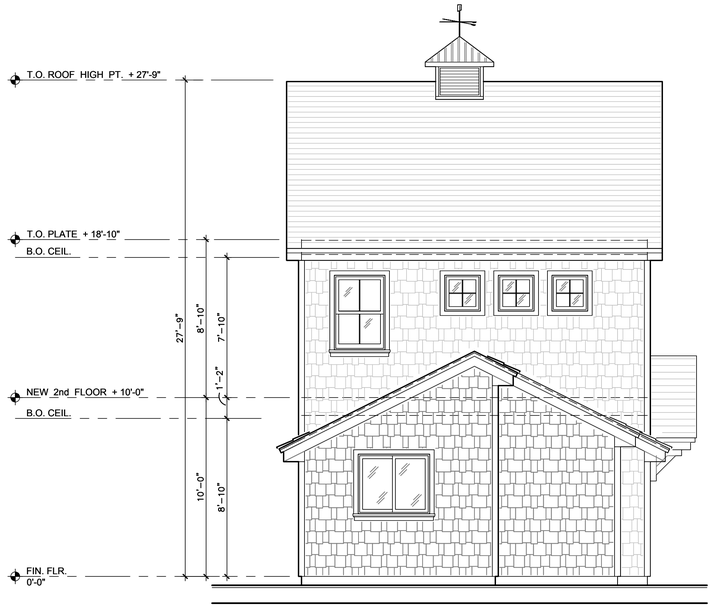
1 ELEVATION WEST
1/4"=1'-0"



2 ELEVATION SOUTH
1/4"=1'-0"



3 ELEVATION EAST
1/4"=1'-0"



4 ELEVATION NORTH
1/4"=1'-0"

REV	DATE	DESCRIPTION

DALLY RESIDENCE
109 KINGS HIGHWAY
HAMPTON, NH 03842

EXTERIOR
ELEVATIONS

SCALE: AS NOTED

PRELIMINARY NOT FOR CONSTRUCTION

DATE:	01/09/23
PROJECT NO.:	22-297
DRAWN BY:	
CHECKED BY:	
DWG. SIZE (1:1):	24x36
CAD FILE:	297-
DWG. NO.:	A-201

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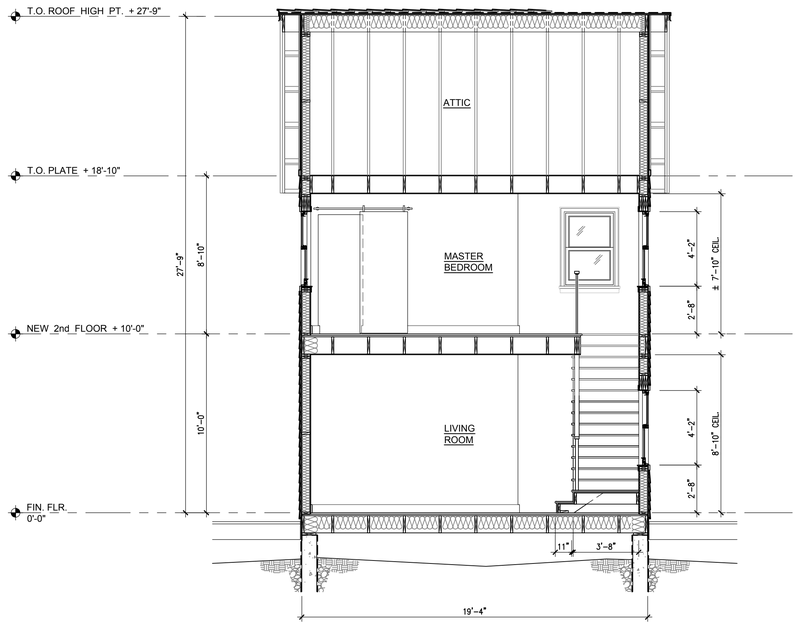
1 SECTION LOOKING EAST
1/4"=1'-0"



2 SECTION LOOKING NORTH
1/4"=1'-0"

REV	DATE	DESCRIPTION

DALLY RESIDENCE
109 KINGS HIGHWAY
HAMPTON, NH 03842

SECTIONS

SCALE: AS NOTED

PRELIMINARY NOT FOR CONSTRUCTION

DATE:	01/09/23
PROJECT NO.:	22-297
DRAWN BY:	
CHECKED BY:	
DWG. SIZE (1:1):	24x36
CAD FILE:	297-
DWG. NO.:	A-301

REV DATE DESCRIPTION

DALLY RESIDENCE
109 KINGS HIGHWAY
HAMPTON, NH 03842

EXISTING PHOTOGRAPHS

SCALE:

PRELIMINARY NOT FOR CONSTRUCTION

DATE:	11/16/22
PROJECT NO.:	22-297
DRAWN BY:	
CHECKED BY:	
DWG. SIZE (1:1):	22x34
CAD FILE:	297-
DWG. NO.:	A-101

006711

2018 FEB 23 AM 10: 33

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

MODIFICATION OF DEED RESTRICTION

NOW COME the Selectmen of the Town of Hampton, New Hampshire, and pursuant to the authority provided to them by Article 33 of the 2017 Hampton Town Meeting have conducted proceedings in compliance with the terms of RSA 41:14-a as to a request on the part of David A. Dally and Elizabeth A. Dally and Paul L. Anastasi and Annie M. Hardiman, as owners of property at 109-111 Kings Highway in said Hampton (by virtue of a deed dated May 28, 1999 and recorded at the Rockingham County Registry of Deeds in Book 3395, Page 51), that the Board modify a portion of Town owned Deed Restriction #4 in a certain Quitclaim Deed from the Town of Hampton to Arthur W. Rochussen and Lorraine L. Rochussen dated February 25, 1985 and recorded at the Rockingham County Registry of Deeds in Book 2534, Page 1501.

On February 5, 2018, the Board of Selectmen voted in public session to modify those portions as underlined of Town owned Deed Restriction #4 on formerly Leased Land, which formerly read as follows:

4. The only structures permitted to be erected or placed upon said lot shall be one single-family dwelling, containing no more than four bedrooms, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within seven (7) feet of any boundary line, nor shall the premises be subdivided. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

So that same will now read as follows:

4. The only structures permitted to be erected or placed upon said lot shall be no more than two single-family dwellings, containing no more than four bedrooms each, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within the setbacks prescribed in the Hampton Zoning Ordinance except to the extent allowed by the Hampton Zoning Board of Adjustment by variance once said variance becomes final. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

The purpose of this instrument is to memorialize the above modification going forward, effective from the February 5, 2018 date of the Selectmen's vote.

Town of Hampton

Dated: February 12, 2018

By its Board of Selectmen

James A. Waddell, Chairman

Regina M. Barnes, Vice Chairman

Richard P. Griffin, Selectman

Philip W. Bean, Selectman

Russell D. Bridle, Selectman

Personally appeared the above named Board of Selectmen before me on this 12th day of February 2108 and acknowledged this foregoing to be their true act and deed.

Notary Public/~~Justice of the Peace~~
My Commission expires:

FREDERICK W. WELCH, Notary Public
My Commission Expires April 5, 2022

18009036 03/14/2018 02:17:50 PM
Book 5898 Page 66 Page 1 of 24
Register of Deeds, Rockingham County

Carley Ann Stacey

RECORDING	102.00
SURCHARGE	2.00

(n)
Town of Hampton
100 Winnacunnet Rd
Hampton, NH 03842

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Tx:40006229

DECLARATION OF CONDOMINIUM
OF
ON THE ROCKS TWO CONDOMINIUM

WHEREAS, DAVID A. DALLY and **ELIZABETH A. DALLY, TRUSTEES OF THE DALLY KINGS REALTY TRUST u/d/t DATED MARCH 24, 2016,** having a mailing address of 78 Mayall Road, Waltham, Massachusetts 02453, and **PAUL L. ANASTASI** and **ANNE H. ANASTASI**, both of 14 Carroll Street, Watertown, Massachusetts 02472, are the owners of the land and buildings to be described herein located in Hampton in the County of Rockingham and State of New Hampshire, hereby declares their intent to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by New Hampshire Revised Statutes Annotated, Chapter 356-B (the "Condominium Act"). The owners shall henceforth be called the "Declarants" and/or "Developers" for purposes of this Declaration, and said terms shall apply to the owners, their successors, heirs and assigns. The condominium is located at 109-111 Kings Highway, Hampton, County of Rockingham and State of New Hampshire.

I. DEFINITIONS

The terms hereby used shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

A. **Association** means the ON THE ROCKS TWO CONDOMINIUM ASSOCIATION and its successors.

B. **Common Area** means the area, facilities, and all portions of the Condominium other than Units. Unless the sense is otherwise the term "Common Area" shall include the Limited Common Area.

C. **Deck** means that deck connecting Units 1 and 2 and labelled as "Deck" on the Plan.

D. **Limited Common Area** means those areas of the Common Area reserved for the exclusive use of one or both of the Units.

E. **Common expenses** include all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments.

F. **Owner** means the owner or owners of either Unit.

G. **Singular, plural, gender:** Wherever the context so permits, the use of the singular, the plural, and the use of any gender shall be deemed to include all genders.

II. LEGAL DESCRIPTION BY METES AND BOUNDS OF THE LAND SUBMITTED AS REQUIRED BY R.S.A. 356-B:16 (c):

A certain tract or parcel of land with the buildings thereon, located at 109-111 Kings Highway, in the Town of Hampton, County of Rockingham and State of New Hampshire, and being shown on a plan entitled "Site and Floor Plans, 109-111 Kings Highway Condominium, 109-111 Kings Highway, Tax Map 197 Lot 18, Hampton, NH" dated April 17, 2017, as last revised October 19, 2017 and recorded in the Rockingham County Registry of Deeds (the "Registry") as Plan No. D-40616 (the "Plan"), to which Plan reference may be made for a more particular description, and being more particularly bounded and described as follows:

Beginning at a found iron pipe at the southwesterly corner of the within parcel and the northwesterly corner of land now or formerly of Allyn Enterprises, LLC; thence running N 16° 14' 59" E along Kings Highway a distance of 50.06 feet to an iron pipe found at land now or formerly of Teresa F. O'Donnell; thence turning and running S 76° 29' 59" E along said O'Donnell land a distance of 76.87 feet to a found iron pipe at land now or formerly of the Michael P. Kilrain Sr. Revocable Trust; thence turning and running S 13° 44' 34" W along said Kilrain land a distance of 50.00 feet to a point S 62° 42' 01" E a distance of 0.16 feet from a set nail in the base of a tree; thence turning and running N 76° 29' 59 W along land now or formerly of Allyn Enterprises LLC a distance of 79.06 feet to the point of beginning.

SUBJECT TO:

1. The specific covenants and restrictions set forth in deed recorded at Book 3395, Page 0051, insofar as the same may be in force and applicable, and enforceable, or as has been modified by the Board of Selectmen of the Town of Hampton in Book 5894, Page 1191, or as may be modified in the future by said Board.

Meaning and intending to convey the same premises conveyed to David A. Dally and Elizabeth A. Dally and Paul L. Anastasi and Anne M. Hardiman by deed dated May 29, 2002 and recorded in the Rockingham County Registry of Deeds at Book 3395, Page 439. See also Deed to David A. Dally and Elizabeth A. Dally, Trustees of the Dally Kings Realty Trust dated March 24, 2016 and recorded in the Rockingham County Registry of Deeds at Book 5701, Page 1444.

III. DESCRIPTION OF THE BOUNDARIES OF THE UNITS INCLUDING THE HORIZONTAL BOUNDARIES AS WELL AS THE VERTICAL BOUNDARIES AS REQUIRED BY R.S.A. 356-B:16(d):

The Condominium consists of a total of two (2) Units, each of which is located in a separate structure and are shown on the Plan.

The Unit boundaries are as follows:

1. Vertical Boundaries

   The vertical boundaries of each Unit shall be:

   (i) Upper Boundary: The upper boundaries of each Unit shall be the finished upper surface of the roof of each Unit, including all protuberances through or upon said roof.

   (ii) Lower Boundary: The lower boundaries of each Unit shall be the bottom surface of the unit's foundation.

2. Horizontal Boundaries

   The horizontal boundaries of each Unit shall be the exterior finished surfaces of the walls (including doors and windows) of the building and where there is attached to the building a stairway, upper deck or other portion of the building servicing only that Unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon except that the deck connecting the two units as well as the patio area adjacent to said deck and the trash enclosure labeled "*T*" on the Plan shall be Common Area for both Units. The stairs and "Upper Deck" shown on the Plan shall be part of Unit 2.

3. For specific dimensions and elevations refer to the Plan.

IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

Parking spaces P3 and P4 shown on the Plan are Limited Common Area for Unit 1 and parking spaces P1 and P2 are Limited Common Area of Unit 2. There are no other Limited Common Areas.

V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS.

There are no Common Areas which may be subsequently converted or assigned as Limited Common Areas.

VI. ALLOCATION TO EACH UNIT OF AN UNDIVIDED INTEREST IN THE COMMON AREAS IN ACCORDANCE WITH R.S.A. 356-B:17.

The following shall constitute the undivided interest in the Common Area attributable to each Unit:

Unit #1:	50 percent
Unit #2:	50 percent

VII. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS, AS REQUIRED BY NEW HAMPSHIRE R.S.A. 356-B:16(h).

The Units and Common Area shall be occupied subject to the following restrictions:

A. Each Unit is intended for residential use only by the Unit Owner, the Owner's family, and no Unit may be rented, leased or let for any period or in any manner, except upon prior approval by the Owners of both Units and only upon such conditions as such other Owner may stipulate.

B. No building shall, except as herein provided, be used for any commercial, professional, or other purpose which does not comply with the provisions of the Declaration and the provisions of the Hampton Zoning Ordinance.

C. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in those areas without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance of any Unit or any part of the Common Area which would be in violation of any law. No

waste will be permitted in the Common Area.

D. No sign of any kind shall be displayed to the public view on or from any Unit without the prior written consent of the Association's Board of Directors (the "Board").

E. No pets, animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Area that poses an unreasonable annoyance, nuisance or danger to any Owner or any guest or tenant of any Owner.

F. No noxious or offensive activities shall be carried on in any Unit, the Deck, or in the Common Area, nor shall anything be done therein which may become an annoyance or nuisance to the Owners of the other Unit for any reason, including noise, cleanliness or obstructions.

G. Nothing shall be altered or constructed or removed from the Common Areas or Limited Common Area without the prior written consent of the Owners of both of the Units.

H. There shall be no violation of the rules of the use of the Units, Common Area, or Limited Common Area as adopted by the Association and furnished in writing to the Owners, and the Association is authorized to adopt such rules.

I. Units may be rented only in their entirety and occupied only by the lessee, his/her family, and his/her guests. The total number of occupants per unit shall at no time exceed the number set forth in any regulations of the Town of Hampton.

J. (a) Right of First Refusal

In the event the Owners of either Unit (the "Selling Owners") receive a bona fide offer to purchase said Owner's Unit from a third party and the Selling Owners desire to accept such offer, the Selling Owners shall first deliver to the Owners of the other Unit a notice setting forth the name of the prospective purchaser and the terms and conditions of such offer. The Owners of the other Unit shall thereupon have fourteen (14) days from receipt of said notice within which the Owners of the other Unit may elect to purchase said Unit, upon which election the Selling Owners shall be obligated to convey said Unit to the other Owners. In the event the other Owners do not elect to exercise their right to purchase said Unit or fail to deliver notice of such election within said fourteen (14) days, the other Owners shall conclusively be deemed to have waived their right to purchase said Unit and the Selling Owners may thereupon proceed to sell the Unit on the terms and conditions of said offer and in the event the Unit is sold as set forth in said offer the right of the other Owners to purchase the Unit shall terminate provided

however that in the event said offer is amended, the Selling Owners shall give the Owners of the other Unit notice of such amended offer and the Owners of the other Unit shall have the right to purchase the Unit in accordance with the terms of the amended offer upon the same condition set forth above.

(b) Right of First Offer

In the event the Owners of either Unit desire to sell their Unit they shall first offer it to the Owners of the other Unit. In the event the parties are not able to agree upon the terms of such sale within fourteen (14) days the Owners desiring to sell their Unit shall have the right to offer said Unit for sale to any prospective purchaser, subject to the right of first refusal provided for in Section J(a) above.

K. RESTRICTIONS:

The following are prohibited:

a. Boats, all-terrain vehicles, off road vehicles, snowmobiles, water craft, trailers, motor homes, campers, R.V. vehicles, buses and all other vehicles that exceed any dimension of the parking spaces;

b. Additions or outbuildings, unless prior written approval has been obtained from the Owners of the other Unit.

VIII. MANNER OF DETERMINING APPROPRIATE ACTION FOLLOWING DAMAGE TO ANY PORTION OF THE CONDOMINIUM BY FIRE OR OTHER CASUALTY AS REQUIRED BY R.S.A. 356-B:16(i).

A. **Common Area and Limited Common Area**: If the casualty loss is to a Common Area or Limited Common Area, it shall be reconstructed or repaired at the expense of the Association from the Master Casualty Policy. If the proceeds of insurance are not sufficient to fully defray the estimated cost of reconstruction and repair of any Common Area or Limited Common Area, or upon completion of reconstruction and repair the funds for the payment of the cost thereof are insufficient, assessments shall be made against the Owners of both Units equally, in sufficient amount to provide funds for the payment of such cost.

B. **Unit**: If the casualty loss is to a Unit, it shall be reconstructed or repaired by the Owners of that Unit from the proceeds of the Master Casualty Policy referred to in Article XV. In the event such proceeds are insufficient to cover such reconstruction or repair, the shortfall shall be at the expense of the Owners of such Unit. Such reconstruction or repair shall be commenced within 60 days of the loss and completed within 120 days of the loss.

C. **Reconstruction and Repair**: Any reconstruction of or repair to a Unit shall be substantially the same as the previous design and dimensions of the Unit.

D. **Estimate of Costs**: Immediately after determination to rebuild or repair damaged property, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. **Construction Funds**: The funds for payment of costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Owners and shall be disbursed in payment of such costs in the following manner:

1. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.

2. The proceeds of insurance collected on account of casualty and the sums collected from Owners as assessments on account of casualty shall constitute a construction fund from which the Association:

   a. The construction funds shall be disbursed in payment of such costs upon the order of the Association.

   b. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial Owners of the funds in the proportion in which they contributed.

IX. EASEMENTS

Easements are reserved to the Condominium as may be required for utility services in order to adequately serve the property, which include, without limitation, water, electric, telephone, and cable/internet. The easements hereby reserved extend to the portions of the Common Area where said utilities are located.

X. ALTERATION OF UNITS

No alteration of either Unit which encroaches into Common Area are permitted except upon the approval of all the Owners of both Units and upon the condition that the Owners

proposing such alterations shall be solely responsible for the preparation and recording of an amended site plan and floor plans setting out such alterations.

XI. AMENDMENTS

This Declaration of Condominium may be amended by a vote of the Owners of both Units and by an instrument in writing signed, acknowledged, and recorded as provided in Section 11 of the Act and such amendment shall be effective upon recording in the Registry, subject to the following:

A. **Notice:** Notice of the subject matter of a proposed amendment shall be included in notice of any meeting at which the proposed amendment is to be considered.

B. **Pro viso:** No amendment shall discriminate against any Unit or against the Owner of any Unit unless the Owners affected shall consent; and no amendment shall change any Unit or the share of Common Area appurtenant to it, or increase an Owner's share in the Common Area unless all the record Owners of the Units concerned and all the record holders of mortgages thereon shall join in the execution of the amendment; however, anyone dealing with the Association or attempting to establish title to a particular Unit in the absence of actual knowledge of discrimination on the part of the Association may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the Registry if said amendment is signed, acknowledged, and recorded in compliance with this Article XI. The amendment of this Declaration shall not make any change in the section entitled "Insurance" or in the section entitled "Manner of Determining Appropriate Action Following Damage to any Portion of the Condominium by Fire or Other Casualty" unless all the Owners and all the record holders of mortgages on the Units shall join in the execution of the amendment. Furthermore, no amendment of this Declaration shall be made which contravenes any terms of the Act or the Hampton Zoning Ordinance or any of the terms of the condominium conversion approval given by the Hampton Planning Board on June 7, 2017 or as may subsequently be amended by the Hampton Planning Board.

XII. MAINTENANCE, ALTERATION, AND IMPROVEMENT

Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

A. **By the Association:** The Association shall maintain, repair, and replace all portions of the Common Area at the Association's expense, including removal of snow from all common areas, including the parking spaces.

B. **By the Unit Owners:** The Owners of each Unit shall maintain, repair, and replace all portions of such Owner's Unit, and shall be responsible for the removal of trash and recyclables from such Owners' Unit. Such trash and recyclables shall be contained in appropriate containers kept within that designated area marked as a "T" (trash enclosure) next to Unit #1 on the Plan and shall be brought to the curb for municipal pickup in accordance with the policies of the Town regarding such pickup.

C. **Unit Alteration and Improvement:** There shall be no change in the exterior design or color scheme of any Unit without the prior consent of the Owners of each of the Units, which consent shall not be unreasonably withheld.

D. **Common Areas Alteration and Improvement:** There shall be no alteration nor further improvement of the Common Area without prior approval in writing by the Owners of each of the Units; provided, however, that any alteration or improvement of the Common Area not bearing the approval in writing of the Owners of each of the Units, which does not interfere with the rights of any Owners not giving such approval, may be done if the Owners not giving their approval are exempt from the cost thereof. Otherwise such cost shall be assessed to the Owners of each of the Units as a common expense.

XIII. ASSESSMENTS

Each Owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus. Each Unit's proportionate share shall hereafter be determined and controlled pursuant to the following schedule:

Unit #1: 50 percent
Unit #2: 50 percent

A. **Interest, Application of Payments:** Assessments paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid. All payments upon account shall be first applied in interest and then to assessment.

B. **Lien for Assessment:** The lien for unpaid assessments as provided in Section 46 of the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien from the date when due until paid. All payments upon account shall be first applied to interest and then to assessment.

XIV. ASSOCIATION

The operation of the Condominium shall be by an unincorporated or incorporated Association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

A. **Name:** The name of the Association shall be the ON THE ROCKS TWO CONDOMINIUM ASSOCIATION.

B. **Powers and Duties:** The Association shall have all of the powers and duties as set forth in the Act except as limited by this Declaration and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws as amended from time to time.

C. **Membership in the Association:**

1. **Qualification:** The members of the Association shall consist of all the record Owners of the Units.

2. **Change of Membership:** Change of membership in the Association shall be established by recording in the Registry a deed establishing record title to a Unit. The grantees of such deed shall thereby become members of the Association, at which time the membership of the prior Owner shall terminate.

3. **Voting Rights:** A member of the Association shall be entitled to cast one (1) vote for each Unit owned by that member. Where there is more than one record Owner, any of such persons may attend any meeting of the Association, but it shall be necessary for those present to act unanimously in order to cast such vote.

4. **Restraint Upon Assignment of Shares in the Association:** The share of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

D. **Board of Directors:** The affairs of the Association shall be conducted by the Board who shall be designated in the manner provided in the By-Laws.

E. **Indemnification:** Every officer of the Association shall be indemnified by the

Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer of the Association, or any settlement thereof, whether or not he is an agent or officer at such time the expenses are incurred, except in such cases where in the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification hereby shall apply only when the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

F. **Limitation Upon Liability of the Association:** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

G. **By-Laws:** The By-Laws of the Association shall be in the form attached hereto as Appendix A.

H. **Property and Trust:** All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration.

XV. INSURANCE

A. The Board shall obtain and maintain:

1. A Master Casualty Policy affording fire and extended coverage in an amount equal to the full replacement value of the structures and the Common Area.

2. A Master Liability Policy in an amount equal to at least Five Hundred Thousand ($500,000) Dollars covering the Association, the Board, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium, and all unit owners and other persons entitled to occupy any Unit or other portion of the Condominium.

3. A Workers Compensation Policy if required by law.

4. A Flood Insurance Policy to the extent and in such amounts as same may be or may become available to the Condominium premises.

B. The Owners of the individual Units shall be responsible for obtaining and maintaining their own casualty insurance for the contents of their Unit, including furniture, furnishings, and other personal property under an HO.6 Homeowners Policy or other policy providing similar coverage. Said Owners shall also obtain and maintain liability coverage within the boundaries of their Unit or set forth in Article III.

XVI. PARTITION

There shall be no judicial partition of the Condominium or any part thereof, nor shall any person acquiring any interest in the Condominium or any part thereof seek any judicial partition until the happening of the conditions set forth in Article VIII in the case of damage or destruction, or unless the property has been removed from the provisions of Section 34 of the Act, provided, however, that if any Unit shall be owned by two or more Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such Owners. Such partition shall not affect the other Unit.

XVII. INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to affect its purpose of creating a uniform plan for the development and operating of a condominium project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

XVIII. SEVERABILITY

The provisions hereof shall be deemed dependent and severable and the invalidity or partial invalidity or unenforceability of any one provisions or portion hereof shall not affect the validity or enforceability of any other provision hereof, unless the purposes of this Declaration cannot be achieved in the absence of the invalid provision.

XIX. FHLMC, FNMA AND FHA COMPLIANCE

Notwithstanding anything to the contrary elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same be required in order to qualify mortgages of Units, for sale to the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA) and to the Federal Housing Administration (FHA) under laws and regulations applicable thereto and until such time thereafter as amended in accordance with Article XI:

Section 1. A first mortgagee of a Unit shall, at the request of such mortgagee, be entitled to written notification from the Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the By-Laws, which is not cured within sixty (60) days.

Section 2. Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

Section 3. Except as provided in the Act in case of condemnation or substantial loss to the Units and/or Common Area, unless all of the first mortgagees have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium project; (ii) change the Percentage Interests or obligations to any Unit for purposes of (a) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause; (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of such Property; or (vi) amend, modify or otherwise change any rights or obligations under this Declaration or the By-Laws.

Section 4. First mortgagees of Units shall have the right to examine the books and records of the Association.

Section 5. An adequate reserve fund for maintenance, repairs and replacements of any Common Area, which must be replaced on a periodic basis, shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

Section 6. No provision of any Deed or of this Declaration, the By-laws or the Rules shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or a making of, Units and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board, as trustees for the Owners and their mortgagees, pursuant to Article VIII, shall not be deemed to

constitute a "distribution to Owners" within the meaning of this paragraph.

Section 7. This Declaration and the By-Laws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Board of the name and address of the first mortgagee of such Unit and shall file a conformed copy of the mortgage with the Board. All mortgagees with respect to which the Board has received such notice shall be given written notice of any damage or loss where the costs of restoring the Common Area exceeds Ten Thousand ($10,000.00) Dollars and the first mortgagee of a Unit shall be given written notice of damage or loss of the unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand ($1,000.00) Dollars, the Board is made aware of such damage or loss and notice of such mortgage has been supplied to the Board.

Section 8. If FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units:

a. The Board shall be required to obtain and maintain, to the extent obtainable and permitted by applicable law, such insurance other than that which may be required hereunder or under the By-Laws, or in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA or FHA, including but not limited to, dishonest acts on the part of the Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be by the Directors and if FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or FHA (or all) holds such interests.

b. Whenever any Unit and/or Common Area are damaged by fire or other hazard, the Directors shall give notice to such persons as may be required by FHLMC, FNMA or FHA.

Section 9. Any agreement for professional management of the Condominium or any other contract providing for services by the Declarant must provide for termination on ninety (90) days' written notice and a maximum contract term of two (2) years.

Section 10. A written notice of each meeting of the Association stating the place, date and hour and the purpose of the meeting shall be given at least ten (10) days before the meeting to the holder of such mortgage by mailing it, postage prepaid, to such mortgagee

at its last or usual known address.

Section 11. If FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, an annual financial statement of the Association shall be rendered by them to all Owners and to such mortgagees requesting the same within ninety (90) days after the end of such fiscal year. Such annual financial statement shall be audited and contain the certification of a public accountant if required by whichever of FHLMC, FNMA of FHA (or all) hold such interests.

Section 12. So long as FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units, any decision by the Directors or Owners to terminate professional management of the Association shall, if FHLMC, FNMA or FHA so requires, require approval of the holders of all first mortgages of record of Units.

XX. RESOLUTION OF DISPUTES - ARBITRATION

In the event that there shall be at any time or from time to time any dispute, disagreement, deadlock or any matter which shall affect the operation, integrity or pertain to the Condominium and which shall pursuant to the Declaration or By-Laws, require the consent or agreement of both of the Owners which the Owners shall be unable to resolve, the following procedure and process shall apply:

1. Upon the determination by an Owner that the matter cannot be resolved by mutual agreement, the Owners shall agree upon an arbitrator to hear and resolve that matter within fifteen (15) days after such determination. If the Owners shall not be able to agree upon an arbitrator, either party shall have the right to petition the Superior Court of Rockingham County for the appointment of an arbitrator.

2. The arbitrator shall have the authority to establish such rules of procedure or conduct of any hearing or proceeding as the arbitrator shall deem advisable. Said authority shall include without limitation, a determination of how the arbitrator shall be compensated. The decision of the arbitrator shall be deemed final and unappealable and the Owners shall be deemed to have waived any statutory or other right to appeal or otherwise contest the decision of the arbitrator. The costs of such arbitration shall be equally divided between the parties. In the event either party elects to be represented by an attorney, that party shall be responsible for that attorney's fees regardless of the outcome of the arbitration.

XXII. EFFECTIVE DATE

This Declaration shall take effect upon recording in the Registry.

IN WITNESS WHEREOF, the undersigned has placed their hands on this 3rd day of March, 2018.

THE DALLY KINGS REALTY TRUST

Witness

By: **DAVID A. DALLY, TRUSTEE**

Witness

By: **ELIZABETH A. DALLY, TRUSTEE**

Witness

PAUL L. ANASTASI

Witness

ANNE H. ANASTASI

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts
~~ROCKINGHAM~~, SS. Middlesex March 3, , 2018

Personally appeared the above named **DAVID A. DALLY** and **ELIZABETH A. DALLY, TRUSTEES OF THE DALLY KINGS REALTY TRUST**, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

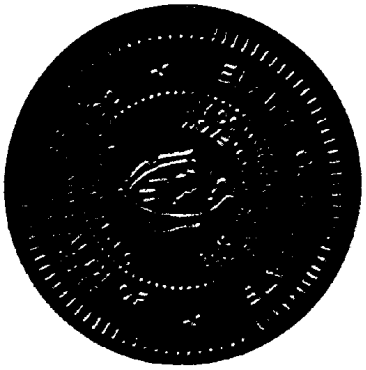
Before me,

Notary Public
My Commission Expires: 11/28/2019

ELAINE G. KUDLATE
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 28, 2019

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts
~~ROCKINGHAM~~, SS. Middlesex March 3, , 2018

Personally appeared the above named **PAUL L. ANASTASI** and **ANNE H. ANASTASI**, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.



Before me,

Elaine G. Kudlate
Notary Public
My Commission Expires: 11/28/2019

ELAINE G. KUDLATE
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 28, 2019

APPENDIX A

BY-LAWS OF ON THE ROCKS TWO CONDOMINIUM

I. BOARD OF DIRECTORS

The affairs of the Association of Owners shall be conducted by a Board of Directors (the "Board) consisting of two (2) directors.

A. **Election and Meetings**:

1. Within sixty (60) days after the Declaration of Condominium is recorded the Owners of the Units shall call the first meeting of the Association.

2. The purpose of this first meeting of the Association shall be to elect the Board.

3. After the election of the Board, the Board shall choose from among the Board members, the president, treasurer, and secretary of the Association. The president and treasurer may not be from the same Unit.

B. **Term**: The members of the Board shall serve for one (1) year. At each annual meeting, the Association shall elect a new Board, one of which Directors shall be an owner (or beneficiary, member or shareholder of such owner) of Unit #1 and the other of which shall be an owner (or beneficiary, member or shareholder of such Owner) of Unit #2. Any member shall be elected to the Board without regard to the number of terms he may have served. For the purposes of this section, a "member" of the Association includes both spouses or joint tenants or tenants in common, and any such person can be elected to the Board.

C. **Resignation and Removal**: Any member of the Board may resign at any time by giving written notice to the president and any member may be removed from membership of the Board by an affirmative vote of both of the owners. Whenever there shall occur a vacancy on the Board due to death, resignation, removal, or any other cause, the remaining directors shall elect a successor director to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term.

D. **Powers and Authority of the Board of Directors**: The Board, for the benefit of the Condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund the following:

1. Trash collection (with the exceptions of trash and recycables picked up by the Town of Hampton), snow plowing, electrical, telephone, and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units and Limited Common Area).

2. A policy or policies of fire insurance as the same are more fully set forth in the Declaration.

3. The services of a person or firm to manage its affairs (herein called the Manager") to the extent deemed advisable by the Board as well as such other personnel or property as the Board shall determine shall be necessary for the operation of the Common Area, whether such personnel are employed director by the Board or are furnished by the Manager.

4. Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of the Declaration.

5. Painting, maintenance, repair, and all landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area and access the cost thereof as a common expense.

6. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or By-Laws or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration.

E. It shall be the duty of the Board to prepare an annual budget, which shall be presented by the treasurer of the Association at the annual meeting of the Association or at any special meeting of the Association called for the purpose of acting upon budgetary or financial matters.

F. The Board shall have the right to establish rules and regulations relating to the use of any of the Common Area.

II. MEETINGS OF THE BOARD OF DIRECTORS AND ASSOCIATION MEETINGS

A. Two Directors of the Board shall constitute a quorum and if a quorum is present at any meeting, the decision of a simple majority of those Directors present shall constitute an act

of the Board. Any member of the Board can call a meeting of the Board for any purpose relating to the powers and duties of the Board.

B. The presence, whether by proxy or personal attendance, of at least one of the Owners of both Units at any meeting of the Association shall constitute a quorum. Unless otherwise provided in the Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of the Owners of each Unit.

C. Within ninety (90) days after the first meeting of the Board, the Board shall call a special meeting of the Association for the purpose of voting upon a budget for the Association and to vote upon such other matters, as the Board shall deem necessary. During the period between the date of the first meeting of the Association and the special meeting, the Board shall prepare a budget for the consideration of the Association for the period prior to the next annual meeting.

D. The annual meeting of the Association shall be held on the anniversary date of the first meeting of the Association, or at such other time as the Board shall decide.

E. Special meetings of the Association may be called at any time by any unit owner for the purpose of considering matters which by the terms of the Declaration require the approval of some or all of the unit owners or for such other reasonable purpose approved by the Board.

III. VOTING PROVISIONS

A. **Each Unit Shall Have One Vote**: Where there shall be more than one person having legal title to a Unit and more than one such person shall be present at any meeting of the Association, the vote pertaining to that Unit shall be cast only in accordance with the unanimous agreement of such persons.

B. **Proxies**. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owners or, in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner, or by any of such persons that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. The Board shall retain all proxies for a period of three (3) years from the date of any meeting where the proxies are used.

C. **Notice of Meetings of the Association**. The secretary of the Board shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each unit owner notice of the time, place, and

purpose or purposes of such meeting. Such notice shall be sent by United States mail, return receipt requested, to all unit owners of record at the address of their units or at such other mailing address as specified by the unit owner and made known to the Board in writing. The Secretary for the association shall prepare and maintain for three (3) years, after each meeting, an affidavit attesting that said notice was provided to all Owners in a manner conforming to Section 37 of the Act.

IV. OFFICERS OF ASSOCIATION

The officers of the Association shall be a president, treasurer, and secretary. It is anticipated that Board Members hold more than one of these said offices at the same time.

A. **President**. The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allowable to the presiding officer of an Association including the appointment of committees.

B. **Vice President**. The Vice President shall perform the duties of the President in the absence of the President.

C. **Treasurer**. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of income and expense payments to the authorized manager of the Association.

D. **Secretary**. The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

V. COMMON EXPENSES

A. **Assessments**. During the period beginning with the meeting of the Association, the members shall vote upon a budget and the amount of the monthly assessments, as provided in these By-Laws, and shall assess each Unit accordingly.

Upon the said vote of the Association establishing an assessment, the Association shall, thereafter, make all assessments for regular annual expenses and any special assessments.

B. **Default in Payment of Assessments**. Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. The Board, on behalf of the Association, shall have the authority to effect the lien procedures provided in Section 46 of the Act with regard to

any unpaid assessments.

VI. RENTAL OF UNITS

No Owner shall have the right to rent, lease or let his unit without the prior approval of the Owners of the other Unit, upon such conditions as such other Owner may stipulate.

VII. SALE OF UNITS

In the event that any Owner shall contract to sell or transfer title to his Unit, he shall notify the Secretary within ten (10) days prior to such sale. The Board shall provide the seller with a Certificate stating that all assessments relating to the subject Unit have been paid, if in fact that is the case. Such Certificates may be recorded in the Registry.

In the event that such assessments shall not have been paid and the seller of a Unit shall not satisfy such amounts prior to the time of the sale, the Board shall not issue the said Certificate.

THE FAILURE OF THE SELLER OF ANY UNIT TO ACQUIRE THE SAID CERTIFICATE SHALL BIND THE PURCHASER/GRANTEE TO PAY AND SATISFY ANY UNPAID ASSESSMENTS OF THE SELLER AND THE BOARD SHALL HAVE THE RIGHT TO ASSERT ALL OF ITS REMEDIES AGAINST SUCH PURCHASER/GRANTEE FOR ANY SUCH UNPAID ASSESSMENTS.

THE FAILURE OF ANY UNIT OWNER TO NOTIFY THE BOARD OF ANY PROPOSED SALE OR TRANSFER, WHETHER COMPLETED OR NOT, SHALL RESULT IN A FINE OF FIFTY ($50.00) DOLLARS, WHICH SHALL CONSTITUTE A SPECIAL ASSESSMENT AGAINST THAT UNIT.

VIII. RESALE BY PURCHASER

In the event of any resale of a Unit or any interest therein by any person, the prospective purchaser shall have the right to obtain from the Board, upon written request, and within ten (10) days of the receipt of such a request, those statements of condition as set forth in Section 58 of the Act:

1. Appropriate statements pursuant to Section 46 (VIII) and, if applicable, Section 47 of the Act.

2. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

3. A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board.

4. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.

5. A statement of the status of any pending suits or judgments in which the unit Association is a party defendant.

6. A statement setting forth what insurance coverage is provided for all unit owners by the Association and what additional insurance coverage would normally be secured by each individual Owner.

IX. AMENDMENTS

These By-Laws can be amended only by a vote of all of the Unit Owners. The President of the Association shall prepare, execute, certify and record in the Registry such amendments on behalf of the Association. Furthermore, no amendment to these By-Laws shall be made which contravenes any terms of the Act or the Hampton Zoning Ordinance or the approval by the Hampton Planning Board on June 7, 2017, or as may subsequently be amended by the Hampton Planning Board. Any such amendment shall be recorded at the Registry before it shall become effective.

IN WITNESS WHEREOF, the undersigned has placed their hands on this 3rd day of March, 2018.

THE DALLY KINGS REALTY TRUST

Witness

By: _____
DAVID A. DALLY, TRUSTEE

Witness

By: _____
ELIZABETH A. DALLY, TRUSTEE

Witness

PAUL L. ANASTASI

Witness

ANNE H. ANASTASI

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts
~~ROCKINGHAM~~, SS. Middlesex March 3, 2018

Personally appeared the above named **DAVID A. DALLY** and **ELIZABETH A. DALLY, TRUSTEES OF THE DALLY KINGS REALTY TRUST**, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Notary Public
My Commission Expires: 11/28/2019

ELAINE G. KUDLATE
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 28, 2019

STATE OF ~~NEW HAMPSHIRE~~ Massachusetts
~~ROCKINGHAM~~, SS. Middlesex March 3, 2018

Personally appeared the above named **PAUL L. ANASTASI** and **ANNE H. ANASTASI**, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Notary Public
My Commission Expires: 11/28/2019

ELAINE G. KUDLATE
Notary Public, Commonwealth of Massachusetts
My Commission Expires November 28, 2019

10.55 HL

9.4NGVD 8.62 NAVD

1.93 23 1/8" Nail in Tree.

36 3/8 Laser To Ground

2.03 24 3/8" SE 8.52
2.10 25 1/4 SW 8.45
2.17 26 1/16" W 8.38
2.01 Floor 24 1/8 ~~8.54~~ 8.47 0.52

AVG Floor 24 15/16 = 6 3/16" Higher Than Step Elevation

AVG Step 31 1/8 2.59 ~~7.96~~ 7.96

Paul's Floor
0.59 ~1/8 9.96 = 23.87" Higher than Step Elevation?
or 23 15/16" Higher

Deck Steps
2.60 31 1/4 7.95 South
2.58 31 7.97 West

Would Like To Match Paul's Height. This would be elevating 109 building 18 3/4" = 1.56'

~~8.4~~ + 1.5 = 9.9